

GENERAL CONDITIONS

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DPW Engineering Projects

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1. **GENERAL**

These specifications are intended to apply to the execution of the work stated on the title page of this contract.









2. **DEFINITION OF TERMS**

Whenever in these specifications the following terms are used, the intent and meaning shall be as follows:

- a. *"City"* City of Hartford, Connecticut
- b. *"Public Works"* Department of Public Works and the City of Hartford
- c. *"Engineering"* Bureau of Engineering Services of the City of Hartford
- d. *"Municipal Building"* Executive Offices of the City of Hartford, 550 Main Street
- e. *"Director"* Director of Public Works or his authorized representative
- f. *"Engineer"* City Engineer or his authorized representative
- g. *"Inspector"* A representative of the Director, through the Engineer assigned to make the following:
 - All necessary inspections of condition of all sidewalks and curbs within the City accepted street and to recommend necessary repair work. all necessary inspections of repair, construction and materials of sidewalk and curbs, and street excavations.
- h. *"Street"* The word "street" shall be constructed to embrace streets, avenues, boulevards, highways, roads, alleys, lanes, viaducts, bridges, and the approaches thereto and all the other public thoroughfares in the City and shall mean all that part thereof from street line to street line of the premises abutting thereon.
- i. *"Laboratory"* The testing laboratory of the Bureau of Engineering or a commercial testing laboratory designated by the Engineer.
- j. *"Contractor"* A licensed curb and walk Contractor, performing work covered by these specifications under permit issued through the Department of Public Works, acting directly or through his agents or employees.
- k. *"Sub-Contractor"* Any other licensed curb and walk contractor to whom the contractor sublets or assigns any part or parts of the work covered by a permit, with the approval of the director.
- l. *"Curb"* The vertical edging of the paved portion of a street and installed in conformance with these specifications and accepted by the City for future maintenance.
- m. *"City Accepted Sidewalk"* Paved Laid Out walkway between curb and street line of five (5) inch thick Portland cement concrete or eight (8) inch thick reinforced Portland cement concrete (as hereinafter described under eight (8) inch walk) and constructed in conformance with these specifications, and accepted by the City for future maintenance.
- n. *"Non-City Accepted Sidewalk"* Paved walkway between curb and street line at driveways shall not be accepted for City maintenance and will remain the responsibility of abutting owner.
- o. *"City-Owned Sidewalk"* Paved walkway between curb and street line adjacent to City-owned property of five (5) inch thick or eight (8) inch thick reinforced Portland cement concrete and constructed in conformance with these specifications.
- p. *"Portland Cement Concrete Driveway Ramp"* Paved access way for vehicles from curb to back of sidewalk constructed of eight (8) inch thick reinforced Portland cement concrete and

constructed in conformance with these specifications, and to remain the responsibility of the owner for future maintenance.

- q. *"Bituminous Concrete Driveway Ramps"* Paved access way for vehicles from curb to front edge of existing cement concrete sidewalks constructed of three (3) inch thick bituminous concrete and constructed in conformance with these specifications and to remain the responsibility of the owner for future maintenance.
- r. *"Eight-Inch Walk"* In such locations as may be determined by the Director, at all driveways and in business and industrial zones and non-conforming areas of residential zones, sidewalks constructed in accordance with City Standards shall be eight (8) inch thick reinforced Portland cement concrete, constructed in conformance with these specifications.
- s. *"Laid Out Walk"* The legally laid out sidewalk width and location with respect to the street line as recorded by the Bureau of Engineering Services.
- t. *"Paving Outside the Laid Out Walk"* With the approval of the Director, bituminous concrete or cement concrete paving may be constructed between the curb and laid out walk and back of the laid out walk to the street line. Two-inch bituminous concrete shall be constructed in accordance with these specifications. Cement concrete shall be of the same construction as the laid out walk and in accordance with these specifications and a longitudinal one-half ($\frac{1}{2}$) inch or expansion joint shall be placed adjacent to the laid out walk.
- u. *"Non-Accepted Construction"* Construction of curbing of any material other than granite or of laid out sidewalk of any material other than Portland cement concrete without written approval of the Director is not allowed.
- v. *"Areaways"* Any vault, cellar way or areaway or any cover, grating or door above the same within any street lines.
- w. *"Sidewalk Ramp"* A paved access way from the curb to or thorough the sidewalk.
- x. *"Authorized Representative"* An employee of the Contractor responsible to the Contractor for accepting written and oral orders on the job from the Director (or his representative) and with the authority to take action on said orders in the Contractor's absence.
- y. *"Roadway"* The paved portion of the street right-of-way between the curbs and/or the vehicular travel portion of the street right-of-way.
- z. *"Repair"* Shall mean work on a utility which restores the utility to its original working state without changing the character, location or size of the utility.
- aa. *"Clean Catch Basins"* All existing catch basins damaged or filled with sedimentation as a result of the construction process, shall be cleaned and flushed at the Contractor's expense.
- bb. *"Substantial Completion"* When construction is sufficiently complete, in accordance with the contract documents, so that the City of Hartford can occupy or utilize Street, or designated portion thereof, for the use for which it is intended. As a minimum the following items as applicable to the contract drawings or subsequent City authorized contract changes, are to be completed in their entirety to the satisfaction of the City of Hartford.

-  Sidewalk and driveway work
-  Curbing
-  Utility/drainage work
-  Pavement markings
-  Loaming and seeding
-  Pedestrian ramps
-  Guide rail
-  Paving

- cc. *"Final Completion"* When all contract items, including punch list items, and all City authorized changes, deletions, additions or revisions to the contract are completed in their entirety and accepted for payment by the City of Hartford.
- dd. *"Excavation"* A trench or any other opening of a surface dug for the purpose of performing work on the project site. This includes, but is not limited to, drainage trenches, openings for concrete sidewalks, sidewalks ramps, granite or concrete curbing, and driveway aprons.

3. **CONTRACTOR TO SUBMIT PLANS**

When so requested by the Engineer, the Contractor shall furnish the Engineer with plans or written statements of the methods which he proposes to use, which methods shall be subject to the approval of the Engineer before the work proceeds.

4. **CONTRACTOR TO SUBMIT SCHEDULE**

Before commencement of construction, the contractor shall submit a written schedule showing starting dates and completion dates for each pay item on each street, outlining critical steps. The critical path method is the preferred format. This written schedule shall be submitted at the preconstruction conference and shall be revised and resubmitted at the beginning of each calendar month.

5. **REVIEW OF PAY QUANTITIES AND INVOICE**

The contractor shall meet with the job inspector on a weekly basis for a review of the pay item quantities. Any discrepancies shall be resolved or quantities field measured at this time. The contractor shall submit an invoice describing the items and quantity of work done, on a monthly basis. This invoice shall be approved by the Engineer before being processed for payment.

6. **WEIGHTS AND MEASUREMENT**

For each bid item, the Engineer will measure and pay for the actual quantities of materials installed on the finished job, except that, when the Contractor installs a greater quantity of a material than was ordered by the Engineer or than is determined to be necessary by the Engineer, the extra material will not be paid for. The Engineer may use truck delivery slips to compute quantity of material. The Engineer shall be furnished with a copy of each delivery slip showing the weights and/or the cubic measure of material in each delivery, for materials so delivered.

7. **BASIS OF PAYMENT**

The basis of payment for each item shall be the unit price or lump sum price bid and listed in the RESPONSE FORMS section of this Contract for each particular item. The price bid shall include all work listed for the item in the TECHNICAL SECTION OF SPECIFICATIONS and any other part of the Contract and all labor, material and equipment use incidental thereto. Measurement for payment of work done shall be as specified in WEIGHTS AND MEASUREMENT, Paragraph 6 above.

8. **CONTRACTOR'S RESPONSIBILITY**

- a. The Contractor shall be responsible for notifying the owner of any utility appurtenance he may encounter, above or below ground, that he may have damaged or that may require adjustment or relocation. The Contractor shall cooperate with the owner of said utility and schedule and conduct his work so as not to interfere with or hinder the completion of their work.
- b. The Contractor shall conduct the work at all times in such a manner as to insure the safety and least possible obstruction to traffic. The convenience and safety of the general public and of the residents along and adjacent to the street shall be provided for in an adequate and satisfactory manner. Materials stored within the street shall be placed so as to cause as little obstruction to the public as possible under the conditions. No street or section of the street shall be closed without written permission of the Director. The safety provisions of applicable laws, building and construction codes and safety codes approved by the State Labor Commissioner shall be observed. The Contractor shall provide sufficient suitable barricades to exclude and prevent injury to pedestrians, vehicles and animals. He shall also provide a sufficient number of red warning lights on or near the work from twilight in the evening until sunrise. If required by the Director, the Contractor shall provide and maintain temporary signs for the control of traffic and flag men or uniformed policemen to supplement traffic control.

9. **SANITARY CONVENIENCES**

Sanitary conveniences, properly secluded from public observation, shall be provided by the Contractor for the use of the laborers on the work site.

10. **DRINKING WATER**

Drinking water for the men on the job shall be provided by the contractor from an approved source, so piped or transported as to keep it safe and fresh. It shall be served in single service paper containers. Drinking water shall be furnished in strict accordance with existing health regulations.

11. **WORKERS**

The Contractor shall employ only competent, faithful and skilled persons to do the work required of them, and whenever the Engineer shall notify the Contractor that any person on the work is, in his opinion, incompetent or unfaithful, such shall be discharged from the work and shall not again be employed on it.

12. **WORK IN INCLEMENT WEATHER**

Whenever, in the opinion of the Engineer, weather conditions are such as to make impracticable the performance of satisfactory work under these specifications, he may designate such additional specifications as will, in his opinion, result in satisfactory work, or he may order the work suspended.

13. **PROTECTION OF THE WORK**

The Contractor shall protect all work done under this contract, and all work done by other contractors within the limits of this contract during the progress of the work and until completion, from injury by reason of any work under this contract, or by reason of any negligence on his part, or by reason of weather conditions. The method to be employed for protection shall be at the contractor's discretion, but shall be subject to the approval of the Engineer, who may order the work or any portion of it suspended when he considers conditions to be not favorable for first-class work.

The Contractor shall protect all work; bituminous pavement, concrete walk, playground apparatus, grass areas, etc., from all traffic and use until it is suitable for use or until completion of the Contract.

14. **DUST CONTROL AND CLEANUP**

Upon suspension or completion of the work or of any section thereof, the Contractor shall remove all materials, equipment and rubbish, and shall leave the premises in a neat and orderly condition. The premises shall, during the progress of the work, be kept clean, presentable and satisfactory to the Engineer, and shall be so left at the completion of the Contract.

As the work progresses, all streets shall be thoroughly cleaned of all rubbish, excess earth, rock, and other debris. The permittee shall take necessary precautions to prevent and avoid dust and to keep the streets clean each day. All clean up operations shall be accomplished at the expense of the permittee and shall be carried out to the satisfaction of the Director of Public Works.

15. **MAINTENANCE**

The Contractor shall keep and maintain the constructed work in good repair for a period of one (1) year from the date the final payment is released by the City. This payment release is contingent on the timely receipt of the required final payment forms from the Contractor.

The Contractor must submit a written request to the City Engineer for a final inspection by the Engineer and the Engineer will make such inspection not more than seven (7) days after the date the City Engineer received the request.

It is agreed and understood that the Contractor will at any time during this one (1) year period, upon notification in writing from the City Engineer and without expense to the City, immediately execute all repairs which may be necessitated, as determined by the Engineer, by reason of any defective materials used therein, or by defective workmanship or by reason of the normal use or functioning of all facilities constructed under this contract.

16. **QUALITY OF MATERIALS/DEFECTIVE MATERIALS**

All work done and materials furnished shall be new and of the best quality customarily used in or furnished for installations of the character of that herein proposed. Many features of the proposed work are described in detail herein, but the failure to so describe any part of the proposed work or any detail or appurtenance thereof shall not be an exception to the above rule. The absence of

requirements in contract or specifications covering details usually included in first-class installations of this kind shall not excuse the Contractor for their omission in this work. All new material furnished on the project site must be accompanied by a batch slip or invoice, and a copy of this slip or invoice must be given to the job inspector.

The Engineer will reject any or all defective or damaged material or any material not, in his opinion, in conformity with the specifications.

Material which may at any time be rejected shall be set aside at a considerable distance from all acceptable material of like nature and, when ordered, shall be promptly removed. If the Contractor does not remove defective material promptly after written notice, the Engineer may cause such removal by such means as he shall select and at the Contractor's expense. All defective material shall be conspicuously marked by the Contractor. No defective or damaged material shall be used in the work.

17. CERTIFIED TEST REPORTS, MATERIALS CERTIFICATE AND CERTIFICATE OF COMPLIANCE

For such items and materials as the contract documents may specify, or the Engineer may designate, the Contractor shall furnish a certified test report, Materials Certification shall be forwarded to the job site.

These documents shall be forwarded to the Engineer; and in addition, a copy of the Certified Test Report and Materials Certification shall be forwarded to the job site.

Materials requiring such documentation may be conditionally incorporated in the work prior to receipt of a Certified Test Report and a Materials Certificate; however, payment for such incorporated materials will not be made prior to receipt of the Certified Test Report and Materials Certificate which show that the material meets the requirements of the specifications.

If the reports and certificates show the material conditionally incorporated in the work does not meet the requirements of the specifications, such material shall be removed and replaced with material which does meet the requirements.

Final acceptance of the material shall be subject to the requirements of project approval and the submission by the contractor of a Certificate of Compliance.

A Certified Test Report is a document containing a list of the dimensional, chemical, metallurgical, electrical and physical results obtained from an actual test of the materials involved, and shall certify that the materials meet the requirements of the plans and specifications, and shall also include the following information:

- a. Item number and description of material
- b. Date of manufacture
- c. Date of testing
- d. Name of organization to whom the material is consigned
- e. Quantity of material represented, such as batch, lot, group, etc.

- f. Means of identifying the consignment, such as label, marking, lot number, etc.
- g. Date and method of shipment
- h. Name of organization performing tests

The Certified Test Report shall be signed by an authorized and responsible agent for the organization manufacturing the material, and it shall be notarized.

A Materials Certificate is a document certifying that the materials, components and equipment furnished, conform to all requirements of the plans and specifications. The document shall also include the following information:

- a. Project to which the material is consigned
- b. Name of Contractor to whom material is supplied
- c. Item number and description of material
- d. Quantity of material represented by the certificate
- e. Means of identifying the consignment, such as label, marking, lot numbers, etc.
- f. Date and method of shipment

The Materials Certificate shall be signed by an authorized and responsible agent for the organization supplying the material, and it shall be notarized.

A Certificate of Compliance is a document certifying that the materials, components and equipment covered by the previously submitted Certified Test Report and Materials Certificate, have been installed in the work and that they conform to all the requirements of the plans and specifications. The following information shall also be required on the document:

- a. Project number
- b. Item Number and description of material
- c. Quantity represented by the certificate
- d. Name of Manufacturer

The Certificate of Compliance shall be signed by an authorized and responsible agent for the prime Contractor, and shall be notarized.

18. **CONSTRUCTION MATERIALS**

Construction materials on the site shall be limited in quantity and place occupying area so as to not hinder and block the use of the street, in accordance with the third paragraph of Section 40 of the General Requirements.

No advance payment will be made to the Contractor for construction materials purchased in advance and stored by the Contractor. All materials will be paid for each item complete and accepted in place according to the contract bid price.

19. **COORDINATION**

Coordination of plans, specifications, supplemental specifications and special provisions; any requirement on the plans or in these specifications, the supplemental specifications, special provisions shall be equally binding on the Contractor.

In case of conflict, the specifications shall take precedence over the plans, the supplemental specifications shall take precedence over the specifications and plans, and the special provisions shall take precedence over the plans, specifications and supplemental specifications. On all plans, the figure dimensions shall govern in case of discrepancy between the scales and figures. Neither party to the contract shall take advantage of any obvious error or omission on the plans, in the specifications, the supplemental specifications, special provisions nor any discrepancy between the plans and the aforementioned specifications and provisions. The Engineer shall make such corrections and interpretations as may be deemed necessary for the completion of the work in a satisfactory and acceptable manner.

20. **DISCREPANCIES**

All discrepancies or items requiring further clarification shall be resolved through written communication to the Engineer.

21. **Construction Staking, Line, and Grade**

- a) **When the Response Form of this document includes an item for construction staking, the Contractor shall perform such staking in accordance with the Bid Item 0119901.** The Contractor's surveyor shall be responsible for supplying line and grade at least 48 hours prior to beginning any work that may require line and grade.
- b) When there is no item for "Construction Staking" in the proposal section of this document, the Engineer will furnish all line, grade, and measurements necessary in laying out the work. The Contractor shall be responsible for the cost of re-establishment of any control points and construction staking damaged or removed after initial staking by the Engineer. The cost of replacing such stakes may be charged against the Contractor or may be deducted from any monies due him.
- c) In either case, the Contractor shall be responsible for transferring all line and grade from the offset line and establishing and maintaining string lines for grading and paving operations, both at the gutter line and the centerline of the road.
- d) The Contractor shall exercise extreme care not to damage, disturb or bury any City merestones which have been set at street corners or at angles in the street lines. The Contractor will furnish an appropriate form which shall be set in the sidewalk for the purpose of providing an opening for access to such merestones. A cover will be provided for such openings to be set flush with the sidewalk. It is the Contractor's responsibility to acquire merestone covers from the New Britain Foundry. If any merestones are disturbed, damaged or covered over, the Contractor will repair or remove and reset these merestones to the correct finished grade at his own expense.

- e) The Contractor shall complete all work to within 1/4 inch of line and grade as established by the Engineer, except where otherwise specified.

22. (Intentionally Left Blank)

23. **AUTHORITY GRANTED TO THE DIRECTOR OF PUBLIC WORKS, AND ORDINANCES, RELATING TO CURB AND SIDEWALK CONSTRUCTION**

The Hartford Municipal; Code Effective November 14, 1960

- a. Chapter 32, Article II: *"Construction and Repair of Sidewalks, Curbs and Gutters"*

- 1. **Section 32-31**

- "The Director of Public Works may adopt from time to time such rules, regulations and specifications for the conduct of the work provided for by this Article as he may deem for the best interest of the City. It shall be unlawful for any person to violate such rule, regulation or specification."*

- b. Chapter 32, Article III: *"Excavations, Openings, and Underground Installation"*

- 1. **Section 32-58**

- "The Director of Public Works may adopt from time to time such regulations, rules and specifications for the conduct of the work incidental to the excavation of streets and sidewalk s as he may deem for the best interest of the City. The violation of any such rule or regulation shall be unlawful."*

- c. Chapter 1 - General Ordinances

- 1. **Section 1-9**

- "General Penalty; continuing violations. Whenever in this Code, or in any ordinance of the City, or rule or regulation promulgated by any officer thereof under authority vested in him by law or ordinances, any act is prohibited or is declared to be unlawful, where no specific penalty is provided therefor, the violation of any such provision of this Code, ordinance, rule or regulation shall be punished by a fine not exceeding one hundred dollars (\$100) or confinement in jail not exceeding 30 days or both. Each day any such violation shall continue shall constitute a separate offense."*

24. **LICENSING OF CURB AND WALK WORK AND STREET EXCAVATION WORK**

- a. The Department of Licenses and Inspections with the approval of the Director of Public Works shall issue the license for curb and walk Contract and street excavation Contractor. A license renewal as a curb and walk Contractor and/or street excavation Contractor shall be issued for a fee of \$50.00 to an individual, partnership or corporation regularly engaged in the construction of curbs and walks and/or roadways, who has held a license within the last five (5) years, made proper application, filed satisfactory performance bond and insurance as hereinafter required and agreed to construct curb and walks and/or permanent repairs to

street excavations in accordance with these specifications. New licenses or licenses which have not been renewed in five (5) years shall have a fee of \$75.00

- b. All licenses shall expire on the 31st of December of each year. Prior to renewal of the license, the Director shall review the performance of the licensee, if this performance is found to be unsatisfactory, renewal shall be denied until the licensee shall guarantee future satisfactory performance as the Director may require. For renewal, the licensee shall personally (except a corporation may be represented by an authorized agent) appear at the Public Works Office, Municipal Building, sign the application and pay the fee herein before stated.
- c. Every Contractor making application for a license shall file with the City, a satisfactory performance bond, of a surety company authorized to do business in the City in the amount of ten thousand dollars (\$10,000) and on the form provided by the City.

The performance bond shall be in force for a period of one (1) year after the expiration date of the curb and walk license and two (2) years after the expiration date of the street excavation license. The cancellation of the bond automatically suspend the license.

- d. Every Contractor making application for a license shall file with the City a public liability endorsement on Form 1 providing application for a license shall file with the City, a satisfactory performance bond, of a surety company authorized to do business in the City in the amount of ten thousand dollars (\$10,000 and on the form provided by the City.
- e. The applicant for a license shall file with the Director his business address, the name under which business is done and his telephone number. The licensee shall notify the Director promptly of any change in the above information. Any orders or notices which the Director or his authorized representative may mail to the licensee at his address on file, shall be considered as due notice delivered to him personally and shall relieve the City of further obligation.
- f. No licensed Contractor shall take out a permit in his name for another person nor allow another person to use his name in obtaining a permit. No licensed Contractor shall employ another Contractor to do work for him under a permit unless that Contractor has a Contractor's license and has been approved by the Director as a sub-contractor.
- g. A licensed Contractor who fails to conform to all of these specifications shall be subject to disciplinary action which may include suspension or revocation of license. Cancellation of such insurance or bond automatically suspends a license until such insurance and/or bond has been satisfactorily reinstated. Any license that has been revoked, or suspended for more than thirty (30) days may be restored only after all requirements for a new license herein before stipulated shall have been complied with.
- h. Any construction covered by these specifications within the street lines of any street performed by an unlicensed Contractor will be rejected. The Director will order the abutting property owner or the unlicensed Contractor to engage a licensed Contractor to remove the rejected work and to replace it in conformance with these specifications, at no cost to the City. Should this fail to be done, the Director will order the City maintenance Contractor to remove and replace the rejected work in conformance with these specifications and the City will then bill the abutting property owner or the unlicensed Contractor for all costs involved. An unlicensed Contractor

shall be a Contractor who does not hold a valid license or one whose license is under suspension. (See Section 32-48, Hartford Municipal Code).

- i. An abutting property owner or his agent may at any time make minor repairs, (The Director shall determine what shall constitute minor repairs) to the curb, sidewalk or other areas between curb and street line without engaging a licensed curb and walk Contractor or to make the repairs. (See Section 32-37, Hartford Municipal Code).

25. **PERMITS**

- a. A licensed Contractor who proposes to do any curb construction or repair, cement concrete walk or driveway construction or repair and/or street reconstruction or other miscellaneous work within the street shall first obtain a permit. Application shall be made in writing, on a form provided at the Public Works Office in the Municipal Building, by the Contractor 48 hours in advance of start of work. A permit shall be taken out for each location or address at which the Contractor proposes to work, except one permit may cover adjacent locations that belong to the same owner on one street.
- b. No work shall commence until the permit is on the job in the hands of the Contractor's authorized representative, the permit shall be on the job at all times work is being performed and shall be presented for inspection to the Director or the Engineer, their authorized representatives, or Inspectors assigned to the work, if so requested.
- c. On all permits for construction or repair of sidewalk and street excavations and other work except curb and City contracts, the Contractor shall enter the name and address of the abutting property owner on all copies of the permit.
- d. A Contractor who proposes to construct curb or construct a sidewalk for City acceptance (permits for City acceptance shall be so marked) shall present all copies of the permit at the Engineering Office where he shall fill out an application for line and grade; two copies of the permit will be retained and the original returned to him; he shall be responsible for seeing that the curb and walk layout is entered on the permit.
- e. A Contractor who proposes to repair sidewalk, construct or repair a drive ramp and other miscellaneous work within the street, shall present all copies of the permit at the Engineer Office. He shall fill out an application for line and grade in the case of new construction; two (2) copies of the permit shall be retained and the original returned to him; he shall be responsible for seeing that the curb and walk layout is entered on the permit.
- f. For each permit issued except for City contracts, the Contractor shall be allowed fifteen (15) calendar days for construction, unless otherwise noted on the permit. With the approval of the Director, additional time may be allowed for extenuating circumstances not to exceed thirty (30) calendar days.

NOTE: Any work to be undertaken on State Highways, including intersection work to be completed adjacent City owned and maintained streets, must also secure a permit/approval from the Connecticut Department of Transportation, Bureau of Highways District office.

- g. The Contractor shall begin permit work, except for City Contracts, within five (5) calendar days; after this time, the permit will become void and the Contractor must apply for a new permit. If due to circumstances beyond the control of the Contractor, the work is started but not completed within the fifteen (15) calendar days, the permit may be extended by the Inspector for an additional 15 calendar days.
- h. If a licensed Contractor does any work within the street line of any street without a permit, he shall be subject to suspension or revocation of his license may be determined by the Director. The Director may also reject the work and order its removal and replacement by the City Maintenance Contractor to conform with these specifications, and at the expense of the defaulting Contractor.
- i. In general, no permits will be issued between December 1st or April 1st. After November 1st or should the weather turn cold, air temperature below 32 degrees Fahrenheit for more than twelve (12) hours per day for five (5) consecutive days, issuance of permits will be suspended before December 1st. After March 1st, should the weather turn warm, air temperature above 32 degrees Fahrenheit for more than eighteen (18) hours per day for five (5) consecutive days, issuance of permits will be resumed prior to April 1st. In case of any extenuating circumstance, only the Director, himself, may order a permit issued after the closing date for the season. No new roadway excavations are to be started after October 31 without written permission from the Director of Public Works. All construction on all regularly issued permits shall cease on December 15th, at this time, all uncompleted work shall be made safe and passable, as ordered by the Director, and shall be maintained so by the Contractor until completion in the Spring. Temporary construction and maintenance will be provided by the Contractor.

26. TIME OF COMPLETION

The Contractor shall complete all work contemplated by this Contract in a timely and orderly fashion as outlined in the Special Provisions section of this document, "SCHEDULING OF THE WORK." Approval to deviate from this schedule must be requested and obtained from the Engineer in writing.

The count of calendar days used will start on the day the Contractor begins work except that the count shall in no case start later than the tenth (10th) calendar day after the date of written notice to begin work.

The count may be interrupted by the Engineer if the Engineer determines it necessary to halt work on the entire job. The dates of stopping the count and resuming the count shall be specified to the Contractor in writing by the Engineer.

27. **WORK PROCEDURE**

Under this Contract, the Contractor will start and complete all paving on one section of the street at a time, scheduling his operations so that vehicular traffic will not be unduly hindered.

The Contractor shall not excavate on more than two (2) streets at a time, in accordance with the Standard Instructions to Bidders, Section 20, unless approved by the Engineer in writing. The Contractor shall notify homeowners 48 hours in advance when access to private property (e.g. driveways) is to be hindered or denied. Excavations for concrete sidewalks and sidewalk ramps shall not be open for more than 72 hours, at which time the Contractor shall complete this work or backfill the excavation completely, at no extra cost to the City.

Access to local properties shall be maintained at all times except when actual work is being done in front of a driveway to a property and except for the normal cooling period after the bituminous concrete has been laid.

28. **PROMPT COMPLETION OF WORK**

After an excavation is commenced, the permittee shall prosecute with diligence and expedition work covered by the excavation permit and shall promptly complete such work and restore the street to its original condition or as near as may be, so as not to obstruct the street or travel thereon more than is reasonably necessary.

29. **WORK INTERRUPTIONS**

There may be some occasions where utility companies will be involved in the relocation of their existing facilities. The Contractor should be able to work in another location until the utility completes its work. No additional compensation will be made for delays or inconvenience sustained by him due to interference by the utility companies.

30. **TEMPORARY SUSPENSION OF WORK**

The Engineer shall have the authority to suspend the work wholly or in part, for such period or periods as he considers necessary in the best interest of the City, or in the interest of public necessity, convenience or safety.

If it should become necessary to stop work for an identified period, the Contractor shall store all materials and equipment in such manner that they will not obstruct or impede the traveling public unnecessarily nor allow the material to become damaged in anyway; and he shall take every precaution to prevent damage to the work already completed, and to erect temporary structures where necessary.

The Contractor shall maintain the roadway in safe condition for travel and shall maintain all barricades, signs and lights during the period of suspension; and the payment of the work shall be included in each of the appropriate bid items required.

31. **URGENT WORK**

If, in his judgment, traffic conditions, the safety or convenience of the traveling public or the public interest require that the excavation would be performed as emergency work, the Director of Public Works shall have full power to order that a crew of men and adequate facilities be employed by the permittee up to 24 hours a day to the end that such excavation work may be completed as soon as possible.

32. **EMERGENCY ACTION**

Nothing in these rules shall be construed to prevent the making of such excavations as may be necessary for the preservation of life or property or for the location of trouble in conduit or pipe, or for making necessary repairs, provided that the person making such excavation shall apply to the Director of Public Works for such a permit on his first working day after such work is commenced.

The person engaged in emergency action shall notify the Department of Public Works, the Police Department, and the Fire Department at the start of the emergency work.

33. **MOBILIZATION AND DEMOBILIZATION**

The Contractor shall include mobilization and demobilization costs in the unit prices offered in the proposal. No separate payment shall be made for this work.

34. **GENERAL CURB, WALK, DRIVEWAY AND AREAWAY REQUIREMENTS**

- a. **General Curb Requirements:** Unless specifically ordered by the Director, no concrete curb or combined curb and gutter shall be repaired (except for minor patches), recapped or reset. All defective sections shall be removed and replaced on the contract drawing and as herein specified.
- b. **General Sidewalk Walk Requirement:** The sidewalk and any other paved area between the curb and street line shall rise from the outer edge (curb side) to inner edge at a minimum rate of 3/8 inches to the foot and at a maximum rate of 3/4 inches to the foot, this requirement may be varied to meet special conditions only on order of the Director, new or used flagstone shall be used only to replace an individual flag of an existing flagstone walk and shall conform to adjacent flags in size, thickness and color. All new sidewalk shall be monolithic concrete walk on approved foundation and shall be for City Acceptance. If a portion of a sidewalk frontage has been replaced by the City with monolithic concrete walk on satisfactory existing foundations due to curb repair or moving back of curb corners, etc. the abutting property owner may replace the balance of the walk with new monolithic concrete of required thickness on new foundation and the total frontage of laid out walk will be accepted by the City for future maintenance, with the approval of the Director.
- c. **General Driveway Requirements:** The minimum width of driveways shall be 13½' feet between curb openings measured at gutter level and 10' across at the street line. The maximum width shall be thirty (30') feet between curb openings without written permission of the Engineer, and as required to match existing conditions at the street line. The island between two adjacent driveways shall be not less than six (6') feet measured on the curb line

without written permission of the Engineer. Granite headers or dropped curb sections will not be permitted. No driveway will be constructed in any portion of the area of any curb corner except with written permission of the Engineer. Bituminous concrete driveway ramps shall be constructed in conforming residential zones and then only with written permission of the Director. All existing granite or concrete curb or combine curb and gutter shall be removed in the construction or reconstruction of bituminous concrete ramps. Curb cuts for bituminous ramps shall be cut square, the opening shall be ten (10") inches on each side wider than the proposed ramp at the gutter line, a shoulder of bituminous concrete shall be constructed with the ramp ten (10") inches wide rolling down from the top of curb to the finished ramp grade along the curb.

No flagstone walks will be allowed across a driveway being constructed or rebuilt and shall be replaced with eight (8") inch thick reinforced cement concrete. New eight (8") inch thick reinforced cement concrete walk shall remain provided the walk is in good condition and true to line and grade and with the permission of the Engineer. City accepted sidewalks converted to use as driveway ramps shall no longer be accepted for City maintenance. The existing walk and the new drive ramp shall be doweled. Bituminous concrete ramps may be constructed against existing five (5") inch cement concrete walks provided the walks are in good condition and to correct line and grade and with the permission of the Engineer.

- d. **Areaway:** Prior to repair of a sidewalk which is over or the covering of an areaway complete plans by a Professional Engineer shall be submitted to the Director for review and approval. No work may be started until the Director has given written approval and a permit obtained.
- e. **Sidewalk Ramps:** Sidewalk ramps when ordered constructed or repaired shall have a curb to curb opening of three (3') feet with a clear opening between shoulders of fifteen (15') feet. The header shall be flush with the gutter. The header shall have the same type of foundation as the adjacent curb stones.

35. **SIDEWALK REPAIR BOOK AND NEW SIDEWALK AND CURB CONSTRUCTION BOOK**

- a. The Bureau of Engineering Services shall maintain a book listing locations at which sidewalk, driveway, and miscellaneous repairs are to be made, and book listing locations at which new sidewalk, driveway, curb or miscellaneous construction has been ordered. A licensed curb and walk Contractor who had been engaged by an abutting property owner listed in either book shall present himself at the Public Works, Bureau of Engineering Services Office and sign his name and the date in the appropriate place next to the location listed for the proposed repair or new construction.
- b. The Contractor, shall within 15 calendar days of signing the repair book or the new construction book, take out a permit to do the work, and shall within 40 calendar days after signing written book complete all work required. Failure to comply with the above requirements may result in suspension or revocation of his license and the reassignment of the work by the Director, to the City Assessment Maintenance Contractor.
- c. Should the abutting property owner fail to engage a licensed curb and walk Contractor within the time allowed by the repair or construction notice issued by Public Works, the Director shall assign the work to the City Assessment Maintenance Contractor by work order.

- d. After signing the appropriate book, the Contractor shall, before beginning any work, go over the location with the Inspector. The Inspector shall mark and explain to the Contractor what work has been ordered done. The Contractor shall do no additional work unless ordered by the Inspector.
- e. Upon completion of the work, final inspection and acceptance as herein before described, the Inspector shall sign the appropriate book under work completed for the location complete and acceptable.

36. **INSPECTION OF THE WORK**

The Director of Public Works and/or his duly-authorized representatives shall be the judge of the character, nature and fitness of all the work done and all the material furnished; he shall decide as to the meaning, intent and performance of these specifications. The entire work shall be done under his supervision and to his satisfaction and his decisions upon all questions relating to said work shall be binding upon the Contractor.

37. **MANHOLES AND UTILITY CUTS**

All manhole frames and covers, gate boxes and similar structures in the area of the work will be reset to the proper line and grade by the contractor or their respective owners. Repairs of all cuts in the pavement base will be the responsibility of the Contractor. The Contractor shall cooperate with all utility owners to facilitate this work.

38. **PAVING TOOLS**

The Contractor shall have sufficient hand tools and equipment in good operating condition, on the job and in use at all times that bituminous concrete binder and surface courses are being placed.

39. **SIGNS AND TRAFFIC DETOURS**

When necessary, the City will determine all traffic detours. The Contractor shall cooperate in placing the signs where ordered by the Engineer.

The Contractor shall place and maintain barricades as needed and as ordered by the City. He shall place barricades on all side streets at the next intersection away from the street being resurfaced. He shall place barricades where needed for City "Detour" and other such signs. Any barricades left at night must have lights and reflectors.

The Contractor shall furnish all warning signs as shown on the drawings as well as any and all additional barricades, traffic drums, detour signs and the like, including illumination of same as well as any obstacles in the roadway, using flares, battery powered flashers, or strings or electric light bulbs, as directed by the ENGINEER. All signs shall be in accordance with the Manual of Uniform Traffic Control Devices for Streets and Highways as published by the U.S. Department of Transportation, Federal Highway Administration, latest issue. Payment for said signs and traffic control devices shall be in accordance with the contract unit price shown in the Bid Proposal for

each of the individual traffic signs and traffic control devices required.

40. **MAINTENANCE AND PROTECTION OF VEHICULAR AND PEDESTRIAN TRAFFIC**

The Chief of Transportation (Traffic Engineer) shall prescribe all conditions for maintenance and protection of traffic for each project. In general, if the excavation procedures expose utility frames for manholes, gate boxes, catch basins, etc. more than 2 inches, then a ramped section of processed stone or traffic control devices such as drums, cones and barricades shall be provided around these structures to prevent damage to vehicular traffic.

Ramped sections and traffic control devices shall be to such dimensions as shown in the contract drawings and at such locations as directed by the Engineer.

Equipment and material left within the street lines overnight shall be protected by barricades or traffic drums equipped with flashing lights, as directed by the Engineer, at the contractor's own expense. Failure to comply with this requirement will result in the revocation of the contractor's permission to stock material and equipment within the street lines overnight.

41. **NOISE**

Each permittee shall conduct and carry out excavation work in such manner as to avoid unnecessary inconvenience and annoyance to the general public and occupants of neighboring property. During the hours of 10:00 p.m. and 7:00 a.m. he shall not use, except with the express written permission of the Director or in case of an emergency as herein otherwise provided, any tool, appliance or equipment producing noise of sufficient volume to disturb the sleep or repose of occupants of the neighboring property.

42. **OPERATION OF EQUIPMENT IN CITY STREET**

No equipment shall be operated with any metal surfaces, steel pads and cleats on backhoe outriggers and stabilizers and on crawler mounted equipment, etc., in direct contact with the surface of any pavement, curb or walk. The Contractor shall use suitable wood, plywood or rubber blocks under outriggers and stabilizers or shall use rubber or fiber pads manufactured for the purpose and fastened to the steel pads. Suitable planing shall be used under crawler mounted equipment.

All pavements, curbs and walks damaged by the Contractor during his operations and not scheduled for repair or replacement under this contract shall be repaired at the Contractor's own expense and without cost to the City.

43. **CLEARANCE OF VITAL STRUCTURES**

The excavation work shall be performed and conducted so as not to interfere with access to fire hydrants, fire stations, fire escapes, water gates, underground vaults, catch basins and all other vital equipment as designated by the Director of Public Works.

The permittee shall maintain all gutters free and unobstructed for the full depth of the adjacent curb and for at least one (1') foot in width from the face of such curb at the gutter line. Catch basins shall be kept clear and serviceable.

The permittee shall make provisions to take care of all surplus water, muck, silt, slickings, or other run-off pumped from excavations and shall be responsible for any damage resulting from his failure to so provide.

44. **RELOCATION AND PROTECTION OF UTILITIES**

Notice is hereby given that the Contractor must familiarize himself with the provision of Public Act No. 87-71 regarding his duties and responsibilities with respect to excavating, discharging explosives on demolition in proximity to public utility underground facilities.

In case any said purpose pipe crossing or other encasement should be damaged, and for this purpose pipe crossing or other encasement or devices are to be considered as part of a substructure, they shall be repaired by the agency or person owning them and the expense of such repairs borne by the permittee. The permittee shall be responsible for any damage done to any public or private property by reason of the breaking of any water pipes, sewer, gas pipe, electric conduit or other utility. The permittee shall inform itself as to the existence and location of all underground utilities prior to the commencement of excavation and protect the same against damage.

45. **PROTECTION OF ADJOINING PROPERTY**

The permittee shall at all times and at his own expense preserve and protect from injury any adjoining property by providing proper foundations and taking other measures suitable for one purpose. The permittee shall, at his own expense, shore up and protect all buildings, walls, fences or other property likely to be damaged during the progress of the excavation work and shall be responsible for all damage to public or private property or highways resulting from its failure to properly protect and carry out said work. The permittee shall not disturb, cut or remove (even temporarily) any trees, flowers on City or private property, which have been disturbed, removed or cur by the Contractor shall be the sole responsibility of the Contract, including replacement should any of the trees, bushes, shrubs or flowers die as a result of the Contractor's work.

46. **EXCAVATION**

- a. **Curbs and Walks:** The term excavation as used in this contract for curbs and walks shall mean the removal to line and grade and the satisfactory disposal of all materials encountered, including the cutting and removal of tree roots, existing walk, driveways, curbs, gutters, and other obstructions as necessary to the preparation of the subgrade for all proposed improvements. All such material excavated during the course of the work and not reusable shall become the property of the Contractor and it shall be his responsibility to legally dispose of the material.

Excavations of curb shall be completely backfilled at the end of each workday. Excavations for sidewalks and sidewalk ramps shall not remain open for more than 72 hours, at which time the Contractor shall pour the concrete or completely backfill the excavation at no extra cost to the City.

- b. **Roadway and Driveway Ramps:** The excavation of roadways and driveway ramps shall conform to the first paragraph of (a) above. The excavation of roadways and driveway ramps must be completely backfilled and open for vehicular traffic at the end of each day.
- c. **Trenches:** The term "trench" as used in this contract shall mean a deep excavation for the preparation of drainage installations. The excavation of drainage trenches shall conform to the first paragraph of (1) above. Trenches shall generally be backfilled at the end of the workday, however steel plates may be used to protect trenches in accordance with Section 4 of the General Requirements.

47. **TRENCHES**

The maximum length of open trench permissible at any time shall be in accordance with existing ordinances or regulations or as may be specified by the City and no greater length shall be open for pavement removal, excavation, construction, backfilling, patching and all other operations without written permission of the City. The Contractor shall be required to backfill and protect all trenches before the close of any working day. However, at the discretion of the Engineer, the Contractor may utilize steel plates measuring approximately 1" thick by 5' wide by 10' long to cover the open trench. Utilization of steel plates will generally be used only for overnight protection of trenches to allow completion of work the following work day. Steel plates will not be used to keep trenches open more than one night. Trenches to be left open for more than one night will be backfilled.

48. **EXCAVATED MATERIAL**

All material excavated from trenches or excavations shall be removed from the site of the work except in rare cases where material is suitable for part of the backfill, however, permission must be granted by the Director prior to placement of any such material.

49. **DISPOSAL OF EXCAVATED MATERIAL**

Road grinding and excavated materials (Radius granite curbs, catch basin frames, etc.) that are reusable shall if, requested by the Engineer, be delivered to and unloaded at the located designated by the City, at no extra cost to the City. The delivery will be coordinated by the Engineer. All other materials excavated that are not reusable and not wanted by the City of Hartford shall become the property of the Contractor and it shall be his responsibility to legally dispose of the material.

50. **USE OF AREAS BEHIND CURB LINE**

The Contractor shall not store any material or park any equipment used on this contract behind the curb line or in the road, without written permission from the Engineer. Should any area back of curb become damaged during construction, the Contractor shall be responsible for restoring the area to its original condition as directed by the Engineer.

END OF SECTION